

ORIGINAL

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT 1233

TD6-0098

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("Commission"), Keokuk Junction Railway Company ("Company") and the State of Illinois, Department of Transportation ("Department").

**WITNESSETH:**

WHEREAS, it has come to the attention of the Commission through informal communication between its staff and the Company that inquiry should be made into the matter of improving public safety by renewal of the existing crossbuck signs and installation of YIELD signs at each of the Company's public highway-railroad grade crossings listed on Exhibit A attached hereto; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of the Commission by Order.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund (GCPF) of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and Commission Orders and procedures in general.

Section 2 The parties are of the opinion that the following improvements should be performed in the interest of public safety at those crossings listed on Exhibit A attached hereto:

1. The renewal of the existing crossbuck signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the installation of YIELD signs (R1-2) mounted on the crossbuck sign posts as indicated on Exhibit C attached hereto. The crossbuck and YIELD signs should not be installed at any crossings that are closed by Order of the Commission prior to the completion date set forth in this Agreement, and at any crossings where automatic warning devices are installed and in service prior to the completion date set forth in this Agreement.

Section 3 The Company has prepared a detailed estimate of the cost to accomplish the proposed improvements; said estimate is attached as Exhibit B.

DOCKETED

**Section 4** The Company shall upon Commission Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed improvements should be twelve (12) months from the date of Commission Order subsequent to this Agreement.

**Section 5** The parties hereto agree that an equitable division of cost for the proposed improvements should be as follows:

- DIVISION OF COST -

IMPROVEMENT	EST. COST	GCPF	COMPANY
Renew existing crossbuck signs and install YIELD signs as set forth in Section 2(a) herein	\$119,816	(50%) \$59,908 <sup>1</sup>	Remainder <sup>2</sup>
<b>TOTALS</b>	<b>\$119,816</b>	<b>\$59,908</b>	<b>Remainder</b>

**Notes:**

<sup>1</sup> Total Grade Crossing Protection Fund (GCPF) assistance not to exceed \$59,908; any installation costs above the estimated amount of \$119,816 will, upon Supplemental Petition to, and approval by the Commission, be divided between the GCPF and the Company in the same percentages noted above.

<sup>2</sup> Company responsible for all future maintenance costs associated with the new signs.

**Section 6** Special Provisions. The Company shall complete and submit the Project Manager Information portion of the Project Status Report sheet, attached as Exhibit 1, along with this executed Agreement.

The Company shall file its Progress Status Report, attached as Exhibit 1, within six (6) months from the date of Commission Order subsequent to this Agreement with the Director of Processing and Information of the Commission's Transportation Bureau. The Progress Status Report shall include the Commission Order Number, the Commission Order date, the project completion date as noted in the Commission Order, crossing information (Inventory Numbers and Railroad Mileposts), type of improvement, and the name, title, mailing address, phone number, facsimile number and electronic mailing address of the Company Project Manager.

All bills for work specified in Section 2 authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. The final bill for expenditures shall be clearly marked "Final Bill". All bills shall be submitted to the Department no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement. The Department shall not obligate any

funds for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12<sup>th</sup> month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the Grade Crossing Protection Fund should be deobligated. Upon completion of the review, the Commission shall notify the Department to deobligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

Progress billing will be based upon the work performed during the billing period. Progress payment for material will be based on the actual cost of material purchased and received by the Company during the billing period. Progress payment for labor costs will be based upon the number of crossings completed by the Company during the billing period.

Section 7 Billing: For all work specified in Section 2 of this Agreement and authorized by an Order of the Commission, the Company shall assure that sufficient documentation for all bills is made available for review by the Department or the Department's representative. The minimum documentation that must be made available is outlined below:

- a) Labor Charges (including additives) - Copies of employee work hours charged to the railroad account code for the project.
- b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; number of hours the equipment was used and the railroad account code for the project.
- c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
- d) Engineering - Copies of employee work hours charged to the railroad account code for the project.
- e) Supervision - Copies of employee work hours charged to the railroad account code for the project.
- f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
- g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
- h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice.
- i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
- j) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.

Section 8 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

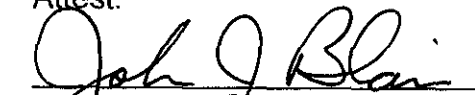
In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the Commission this 23<sup>rd</sup> day of October 2006.



Michael E. Stead  
Rail Safety Program Administrator

Attest:



John J. Blair  
Rail Safety Section  
Transportation Bureau

Illinois Commerce Commission Stipulated Agreement No. 1233, executed by Commission Staff on October 23, 2006, concerning renewal of crossbuck signs and installation of yield signs at selected Keokuk Junction Railway Company highway-rail grade crossings located in Illinois.

Executed by the Company this 6th day of November 2006.

KEOKUK JUNCTION RAILWAY  
COMPANY

By:  \_\_\_\_\_

Attest:

 \_\_\_\_\_

Illinois Commerce Commission Stipulated Agreement No. 1233 executed by Commission Staff on October 23, 2006, concerning renewal of crossbuck signs and installation of yield signs at selected Keokuk Junction Railway Company highway-rail grade crossings located in Illinois.

Executed by the Department this 8<sup>th</sup> day of November 2006.

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By:

A handwritten signature in black ink, appearing to read 'Milton R. Sees', is written over a horizontal line.

Milton R. Sees, Director of Highways/ Chief Engineer

**ILLINOIS COMMERCE COMMISSION  
TRANSPORTATION DIVISION / RAIL SAFETY SECTION  
PROJECT STATUS REPORT:**

**TYPE:** (CHECK ONE)

PROGRESS	<input type="checkbox"/>
COMPLETION*	<input type="checkbox"/>

DATE	11/13/06
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**PROJECT INFORMATION:**

Reporting Party:	
Docket/Order #: Date:	706-0098
Status Reports Due:	
Ordered Completion Date:	
Completion Report Due <sup>1</sup> :	
AAR/DOT#, Milepost:	
Street, (in/near) City, County:	
Railroad Company:	

<sup>1</sup> Completion reports involving changes to the railroad crossing must include an updated USDOT Inventory Form.

**PROJECT MANAGER INFORMATION<sup>2</sup>:**

Name:	Shane Cullen
Title:	Superintendent of Transportation
Representing:	Keokuk Junction Railway Co.
Street Address:	1318 S. Johnson Rd
City, State, Zip:	Peoria, IL 61607
Office Phone:	309 697 1400
Office Fax:	309 697 5387
Cellular Phone:	309 369 44143
E-Mail Address:	Scullen@pioneer-railcorp.com

<sup>2</sup> Project Manager information to be submitted by Roadway Authority and Railroad Company

**DESCRIPTION OF IMPROVEMENT(S) ORDERED:**

Describe improvements. Include TEMPORARY STOP SIGNS, if required.

**STATUS OF WORK:**

Execution of Agreement.

DOT ID #	RR	MP	Road	City	County
801658X	KJRY	120.20	La Marsh Creek Rd	Kolbe Sation	Peoria
801655C	KJRY	121.25	Wheeler Rd	Kolbe Sation	Peoria
801654V	KJRY	121.30	Powell Rd./Old 24	Kolbe Sation	Peoria
UNKNOWN	KJRY	121.45	Old Rt. 24/Kolbe "Y"	Kolbe Sation	Peoria
801648S	KJRY	123.89	Reed City Rd.	Mapleton	Peoria
801647K	KJRY	125.74	Kingston Mines	Mapleton	Peoria
801645W	KJRY	126.79	Main St.	Glasford	Peoria
801641U	KJRY	128.40	Strube Rd.	Glasford	Peoria
801434A	KJRY	129.55	Trivoli Road	Glasford	Peoria
801432L	KJRY	131.60	Copperos	Glasford	Fulton
801430X	KJRY	132.40	Orion School Rd.	Glasford	Fulton
801428W	KJRY	133.51	Co.23 Hy 2740 E	Canton	Fulton
801424U	KJRY	134.68	Monster Lane	Canton	Fulton
801422F	KJRY	136.70	Rawalts Drive	Canton	Fulton
801374T	KJRY	143.40	Lone Barn Road 1845E	Canton	Fulton
801378V	KJRY	148.00	TR 241 A	Cuba	Fulton
801379C	KJRY	148.68	N. 7th Street	Cuba	Fulton
801380W	KJRY	148.90	N. 5th Street	Cuba	Fulton
801381D	KJRY	149.00	N. 3rd Street	Cuba	Fulton
801388B	KJRY	151.38	Grant Keime	Cuba	Fulton
801390C	KJRY	153.45	Old Miller Ln/900E	Smithfield	Fulton
801391J	KJRY	153.90	Brock Chapel	Smithfield	Fulton
801393X	KJRY	154.75	Liberty Street	Smithfield	Fulton
801395L	KJRY	155.55	Smysor Road 700E	Smithfield	Fulton
801398G	KJRY	158.00	Seville Road 540E	Seville	Fulton
801402U	KJRY	163.10	Point Pleasant	N. Philadelphia	Fulton
801404H	KJRY	164.20	E. 2400 St.	N. Philadelphia	Fulton
801435G	KJRY	164.76	E. 2350 St.	N. Philadelphia	Mc Donough
801436N	KJRY	165.64	Mohawk/E. 2270	N. Philadelphia	Mc Donough
801437V	KJRY	165.74	2250 E	N. Philadelphia	Mc Donough
801446U	KJRY	169.20	N. 1700 Rd.	Bushnell	Mc Donough
801447B	KJRY	170.15	N. 1800 Rd.	Bushnell	Mc Donough
801457G	KJRY	172.49	E 1900th Street	Bushnell	Mc Donough
801462D	KJRY	175.27	Waco Road	Goodhope	Mc Donough
801463K	KJRY	176.48	E 1500th Street	Goodhope	Mc Donough
801464S	KJRY	177.50	E 1400th Street	Goodhope	Mc Donough
801466F	KJRY	178.57	E 1300th Street	Goodhope	Mc Donough
801469B	KJRY	179.55	S. Chestnut	Goodhope	Mc Donough
801470V	KJRY	180.49	E 1100th Street	Goodhope	Mc Donough
801471C	KJRY	181.48	E 1000th Street	Sciota	Mc Donough
801472J	KJRY	182.50	E 900th Street	Sciota	Mc Donough



801474X	KJRY	184.60	E 700th Street	Sciota	Mc Donough
801475E	KJRY	186.05	E 550th Street	Sciota	Mc Donough
801476L	KJRY	187.04	E 450th Street	Sciota	Mc Donough
801479G	KJRY	188.07	E 350th Street	Blandinsville	Mc Donough
801481H	KJRY	189.10	E 250th Street	Blandinsville	Mc Donough
801482P	KJRY	189.20	Ross Street	Blandinsville	Mc Donough
801483W	KJRY	189.47	Bushnell Street	Blandinsville	Mc Donough
801484D	KJRY	189.50	Chestnut Street	Blandinsville	Mc Donough
801485K	KJRY	189.59	Walnut Street	Blandinsville	Mc Donough
801488F	KJRY	191.30	E 50th Street	Blandinsville	Mc Donough
801491N	KJRY	194.15	2900 E	La Harpe	Hancock
801492V	KJRY	195.02	Sixth Street	La Harpe	Hancock
801493C	KJRY	195.40	First Street	La Harpe	Hancock
801515A	KJRY	196.03	Cambel	La Harpe	Hancock
801524Y	KJRY	199.57	2530 E	Lacrosse	Hancock
801526M	KJRY	200.08	2500 E	Lacrosse	Hancock
801528B	KJRY	201.97	Crooked Circle	Lacrosse	Hancock
801530C	KJRY	204.17	2200 E	Burnside	Hancock
801531K	KJRY	205.18	Main Street	Burnside	Hancock
801534E	KJRY	206.32	2000 E	Burnside	Hancock
801540H	KJRY	208.72	1900 N	Ferris	Hancock
801541P	KJRY	208.91	1800 E	Ferris	Hancock
801543D	KJRY	209.57	Main Street	Ferris	Hancock
801544K	KJRY	209.66	Walnut Street	Ferris	Hancock
801545S	KJRY	209.78	Elm Street	Ferris	Hancock
801546Y	KJRY	209.89	Locust Street	Ferris	Hancock
801547F	KJRY	210.19	1700 E	Ferris	Hancock
801551V	KJRY	211.42	1600 E	McCall	Hancock
801553J	KJRY	212.13	1700 N	McCall	Hancock
801554R	KJRY	212.96	1500 E	McCall	Hancock
801556E	KJRY	213.34	1000 N	McCall	Hancock
801558T	KJRY	214.53	1500 E	Elvaston	Hancock
801559A	KJRY	215.03	1400 E	Elvaston	Hancock
801560U	KJRY	215.70	E. North Street	Elvaston	Hancock
801561B	KJRY	215.95	N. East Street	Elvaston	Hancock
801562H	KJRY	216.24	N. Maple Street	Elvaston	Hancock
801566K	KJRY	217.54	1200 E	Elvaston	Hancock
801569F	KJRY	218.85	1100 E	Elvaston	Hancock
801622P	KJRY	219.97	1000 E	Elvaston	Hancock
801625K	KJRY	222.62	Second Street	Hamilton	Hancock
801627Y	KJRY	222.81	Warsaw Road	Hamilton	Hancock
801628F	KJRY	222.95	Windy Hills Road	Hamilton	Hancock

801629M	KJRY	223.13	Powerline Rd	Hamilton	Hancock
801631N	KJRY	223.76	Carters Lane	Hamilton	Hancock

DOT ID #	RR	MP	Road	City	County
801497E	KJRY	195.70	C Street	La Harpe	Hancock
801500K	KJRY	198.29		Disco	Hancock
801501S	KJRY	198.44	2800 N	Disco	Hancock
801502Y	KJRY	199.73	2900 N	Disco	Hancock
801503F	KJRY	199.86	2500 W	Disco	Hancock
801504M	KJRY	200.90	3000 N	Disco	Hancock
801508P	KJRY	203.10	TR 213	Lomax	Henderson

**Keokuk Junction Railway Co.**  
Crossbuck & Yield Estimate, 92 Crossings

Material Cost	Specs	U/M	Qty.	Cost/Unit	Total
Cross Buck	Single Face, High Intensity	Each	184	\$ 75.00	\$ 13,800.00
Yield Sign	Single Face, High Intensity	Each	184	\$ 51.00	\$ 9,384.00
Alum Strip, 2" Width x 120" Length		Each	184	\$ 19.75	\$ 3,634.00
Alum Strip, 2" Width x 60" Length		Each	184	\$ 8.80	\$ 1,619.20
Emergency Sign	Single Face, Engineer Grade	Each	92	\$ 24.50	\$ 2,254.00
Treated Timber Post	4" x 6" x 18'	Each	184	\$ 42.02	\$ 7,731.68
Track Sign		Each	42	\$ 16.50	\$ 693.00
Number Sign, 2		Each	36	\$ 6.75	\$ 243.00
Number Sign, 3		Each	6	\$ 6.75	\$ 40.50
Misc. Bolts, Nuts, Etc.		Lot	184	\$ 42.00	\$ 7,728.00
Sales Tax (6.6%)		Lot	1	\$3,110.41	\$ 3,110.41

\$ 50,237.79

Equipment Cost	U/M	Qty.	Cost/Unit	Total
Backhoe	Daily	46	\$ 350.00	\$ 16,100.00
Hole Auger	Daily	46	\$ 45.00	\$ 2,070.00
Truck & Tools	Daily	46	\$ 275.00	\$ 12,650.00
Truck & Tools	Daily	46	\$ 275.00	\$ 12,650.00

\$ 43,470.00

Labor Cost	U/M	Qty.	Cost/Unit	Total
Track Foreman	Hourly	368	\$ 18.83	\$ 6,929.44
Track Labor	Hourly	368	\$ 13.59	\$ 5,001.12
Track Labor	Hourly	368	\$ 13.59	\$ 5,001.12
Track Labor	Hourly	368	\$ 13.59	\$ 5,001.12
Benefit Allowance (35%)	Lot	1	\$4,175.70	\$ 4,175.70

\$ 26,108.50

Total Estimate \$119,816.28

92

Per Crossing Estimate \$ 1,302.35

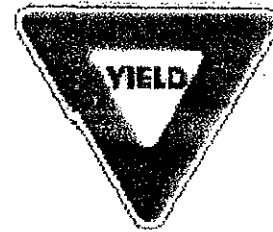
# Exhibit C



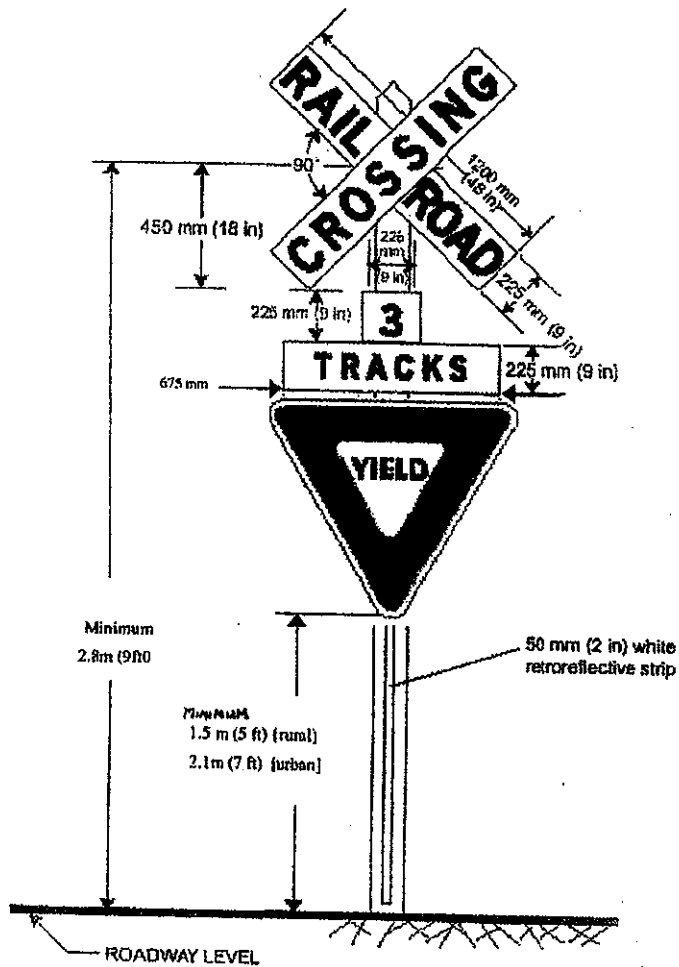
R15-1  
(drilled for 90-degree mounting)



R15-2



R1-2  
(36-INCH)



Highway-rail grade crossing (crossbuck) sign.